

Superfund Records Center  
SITE: Centredale Manor  
BREAK: 10.20  
OTHER: 486367

## **CENTREDALE MANOR RESTORATION PROJECT SUPERFUND SITE TOLLING AGREEMENT**

This Tolling Agreement ("Agreement") is entered into between the United States of America (the "United States"), on behalf of the United States Environmental Protection Agency ("EPA"), and the Signing Parties.

EPA conducted certain response actions, and incurred and continues to incur response costs, related to the release or threat of release of hazardous substances at the Centredale Manor Restoration Project Superfund Site ("Site"), located in North Providence, Rhode Island.

The parties to this Tolling Agreement wish to defer any litigation or claims concerning the incurrence of response costs by the United States at the Site, without thereby altering the claims or defenses available to the parties. Therefore, in consideration of the mutual covenants set out herein, the parties stipulate and agree as follows:

1. The undersigned representatives of the United States and the Signing Parties hereby certify that he/she is fully authorized to enter into the terms and conditions of this Agreement, and to execute and bind such party to the terms and conditions of this Agreement.
2. The United States contends that it has a cause of action against the Signing Parties pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. § 9607, for the recovery of response costs incurred by EPA in connection with the Site. The United States contends that its cause of action against the Signing Parties includes a claim pursuant to CERCLA for the reimbursement of all costs, including interest, expended by the United States in responding to the release or threat of release of hazardous substances at the Site, as well as associated administrative and enforcement activities. The United States contends that it may also have a claim pursuant to Section 107 of CERCLA for the incurrence of costs and damages for injury, destruction, or loss of natural resources, including the reasonable costs of assessing such injury, destruction or loss.
3. The United States and the Signing Parties are entering into this Tolling Agreement to provide a time period for settlement negotiations, without costly and protracted litigation, of all claim(s) including the claims referred to in Paragraph 2, above.
4. This Agreement does not constitute in any way an admission or acknowledgment on the part of the Signing Parties that any claim filed against them would be timely; nor that they are liable in any way with respect to the Site. The Signing Parties deny any liability pursuant to any alleged claim by the United States.
5. This Agreement does not constitute any admission or acknowledgment on the part of the United States that any statute of limitations is applicable to any claim or portion thereof



asserted by the United States with respect to the Site.

6. The Signing Parties agree that the time between and including June 1, 2006 to March 1, 2007 (the "Tolling Time Period"), will not be included in computing the time limited by any statute of limitations that may be applicable to the commencement of an action by the United States under Section 107 of CERCLA, 42 U.S.C. § 9607, with respect to the Site. The Signing Parties agree that any applicable statute of limitations shall be tolled during the Tolling Time Period and agree not to assert, plead, or raise against the United States in any fashion, whether by answer, motion, or otherwise, any defense or avoidance based on the running of any statute of limitations during any portion of the Tolling Time Period. Similarly, the Signing Parties agree that the Tolling Time Period, or any portion thereof, shall not be used to raise any other defenses, including, but not limited to, laches, concerning the United States' timeliness in commencing a civil action for the recovery of response costs at the Site.

7. The United States reserves all rights and defenses which it may have, except as set forth in this Tolling Agreement, to contest or defend any claim or action the Signing Parties may assert or initiate against the United States.

8. The Signing Parties reserve all rights, claims and defenses, except as set forth in this Agreement, to contest or defend any claim or action the United States may assert or initiate against it.

9. The United States reserves all of its rights under applicable law, including but not limited to, Section 107 of CERCLA, 42 U.S.C. § 9607, against all persons other than the Signing Parties.

10. Except as provided herein, the United States reserves all of its rights under applicable law, including but not limited to, Section 107 of CERCLA, 42 U.S.C. § 9607.

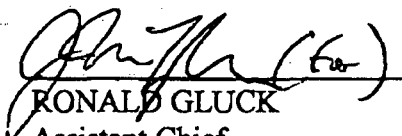
11. This Agreement contains the entire agreement between the United States and the Signing Parties and no statement, promise or inducement not contained in this written Agreement, or any agent of such parties, that is not set forth in this Agreement shall be valid or binding. Furthermore, this Agreement may not be enlarged, modified, or altered except in writing signed by all parties hereto.

12. This Agreement may be executed in multiple original counterparts.

The United States consents on behalf of EPA to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 5<sup>th</sup> day of June, 2006.

FOR THE UNITED STATES OF AMERICA

By:

  
RONALD GLUCK

Assistant Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611

The United States Environmental Protection Agency, hereby consents to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 23 day of May, 2006.

For: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

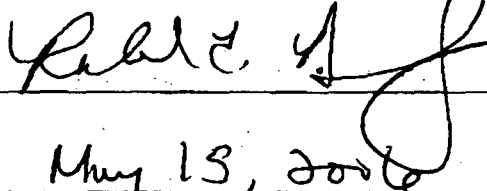
By:



EVE S. VAUDO, ESQ.  
Senior Enforcement Counsel  
Office of Environmental Stewardship  
U.S. EPA New England

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative of this 15<sup>th</sup> day of  
May 2006.

For: Ciba Specialty Chemicals Corporation  
Print name of Signing Party Potentially Responsible Party

Signature: 

Date: May 15, 2006

Name of  
Representative: Rachel E Deering

Title: Associate General Counsel

Address: 540 White Plains Road  
Tarrytown, NY 10591

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 5th day of May 2006.

For:

CNA Holdings Inc  
Print name of Signing Party/Potentially Responsible Party

Signature:

David B. Graham, counsel for CNA Holdings Inc

Date:

MAY 5, 2006

Name of  
Representative:

David B. Graham

Title:

Counsel, CNA Holdings Inc.

Address:

Kaufman & Campbell PC

4801 Court House St.

Williamsburg, VA 23188

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The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this 8<sup>th</sup> day of  
MAY 2006.

CONOCOPhillips COMPANY

For:

By: William A. Kitchen

Print name of Signing Party/Potentially Responsible Party



Signature:

William A. Kitchen

Date:

May 8, 2006

Name of

Representative:

William A. Kitchen

Title:

Mgr. Risk Mgt & Remediation

Address:

600 N. Dairy Ashford TN 5022  
Houston, TX 77079

I, CRANFORD PAINT WORKS COMPANY, hereby certify that the above information is true and correct on this 15th day of May, 2006.

CRANFORD PAINT WORKS COMPANY  
Print name of Signing Party/Potentially Responsible Party

Signature: [Signature]

Date: May 15, 2006

Name of

Representative: Steven M. McInnis

Title: General Counsel

Address: 110 Main Street

Westford, VT 05260



The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this 9 day of  
MAY 2006.

For:

CROWN METRO, INC.

Print name of Signing Party/Potentially Responsible Party

Signature:

K. J. Hayworth

Date:

5/9/06Name of  
Representative:KNOX C. HAYWORTH JR

Title:

ATTORNEY

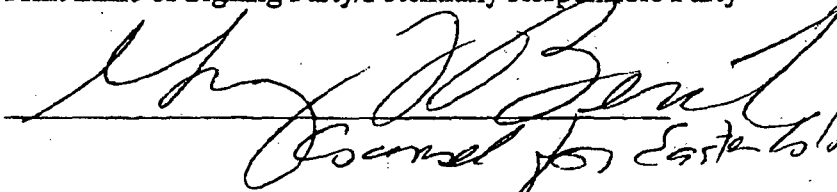
Address:

106 WILLIAM ST.GREENVILLE, S.C. 29601

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 12th day of May 2006.

For: Eastern Color & Chemical Company  
Print name of Signing Party/Potentially Responsible Party

Signature:

  
*Counsel for Eastern Color & Chemical Corp*

Date: May 12, 2006

Name of Representative: Gregory L. Benik, Esq.

Title: Nixon Peabody LLP

Address: One Citizens Plaza, Suite 500  
Providence, RI 02903

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this \_\_\_\_\_ day of  
\_\_\_\_\_ 2006.

For: Eli Lilly and Company  
Print name of Signing Party/Potentially Responsible Party

Signature: *Robert A Armitage*

Date: May 15, 2006

Name of  
Representative: Mr. Robert Armitage

Title: Senior Vice President, General Counsel

Address: Eli Lilly and Company  
Lilly Corporate Center  
Indianapolis, IN 46285

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 8<sup>th</sup> day of

May 2006.

For:

EMHART INDUSTRIES, INC.

Print name of Signing Party/Potentially Responsible Party

Signature:

Jerome C. Muys, Jr.

Date:

MAY 8, 2006

Name of

Representative:

JEROME C. MUYS, JR.

Title:

PARTNER / SINGHAM McCUTCHEN LLP

Address:

3000 K STREET, N.W. STE. 300

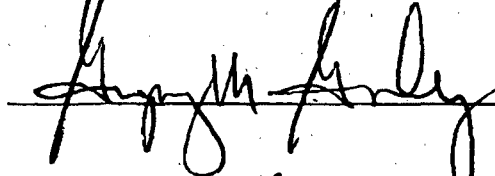
WASHINGTON, DC 20007

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this 9th day of  
May 2006.

For:

Gregory M. Gormley / Organic Dyestuffs Corp.  
Print name of Signing Party/Potentially Responsible Party

Signature:



Date:

May 9th, 2006

Name of  
Representative:

\_\_\_\_\_

Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

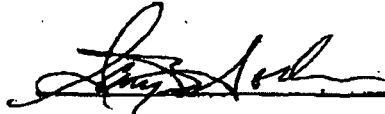
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The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this 4<sup>th</sup> day of  
MAY 2006.

For:

The Original Bradford Soap Works, Inc.  
Print name of Signing Party/Potentially Responsible Party

Signature:



Date:

5/4/06

Name of  
Representative:

Gary B. Godin

Title:

CFO

Address:

200 Providence Street  
West Warwick, RI 02893

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 16 day of MAY 2006.

For: NEW ENGLAND CONTAINER COMPANY INC  
Print name of Signing Party/Potentially Responsible Party

Signature: JCH Heenan

Date: 16 MAY '06

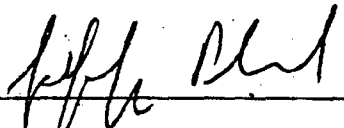
Name of Representative: JOHN HEENAN, DHEE

Title: DIRECTOR

Address: C/O JAMES RAY, ESQ.  
ROBINSON + COLE LLP  
280 TRUMBULL ST  
HARTFORD, CT 06103-3597

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this 2 day of  
May 2006.

For: 12. Refinity Corporation  
Print name of Signing Party/Potentially Responsible Party

Signature: 

Date: 5/2/06

Name of Representative: Jeffrey Plank

Title: Prior owner of liquidated corporation

Address: 16 Viles St.

Weston, MA 02493

Phone: 781-891-8012

Fax: 781-891-9367



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The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this 11<sup>th</sup> day of  
May 2006.

For:

Segua Corporation  
Print name of Signing Party/Potentially Responsible Party

Signature:

Gary N. Donner

Date:

5/11/06

Name of  
Representative:

Robertson, Freilich, Bruno + Cohen, LLC  
By: Gary N. Donner

Title:

Associate / Outside Counsel to Segua For purposes of the Centredale  
Manor Restoration Project Superfund Site.

Address:

The Legal Center  
1 Riverfront Plaza  
Newark, New Jersey 07102  
(973) 848-2107

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site  
Tolling Agreement by its duly authorized representative on this 8<sup>th</sup> day of

May 2006.

For:

JONATHAN D. FAIR / Teknor Apex Company  
Print name of Signing Party/Potentially Responsible Party

Signature:

Jonathan D. Fair

Date:

May 8<sup>th</sup>, 2006

Name of  
Representative:

DAVID YOPAK

Title:

Director of Regulatory Affairs

Address:

Teknor Apex Company  
505 Central Ave.  
Pawtucket, RI 02861

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The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 29<sup>th</sup> day of May 2006.

For:

THBC, INC.

Print name of Signing Party/Potentially Responsible Party

Signature:

By Charles E. Bradley, Sr.

Date:

May 29, 2006

Name of

Representative:

Charles E. Bradley, Sr.

Title:

President

Address:

c/o Stanwich Consulting  
Corp., One Stamford Landing,  
62 Southfield Ave.,  
Stamford, CT 06902

The Signing Party hereby consents to this Centredale Manor Restoration Project Superfund Site Tolling Agreement by its duly authorized representative on this 8<sup>th</sup> day of May 2006.

For:

Union Oil Company of California

Print name of Signing Party/Potentially Responsible Party

Successor to American Mineral Spirits Company

Signature:

Richard T. Hughes

Date:

May 8, 2006Name of  
Representative:Richard T. Hughes

Title:

Senior Counsel

Address:

1500 Louisiana St. 36<sup>th</sup> FloorHouston, TX 77002